

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**NORTHEAST OHIO COLLEGE  
PREPARATORY SCHOOL AND  
I CAN SCHOOLS, JOINT EMPLOYERS**

**and**

**Cases 08-CA-162121  
08-CA-164606  
08-CA-168874**

**CLEVELAND ALLIANCE OF CHARTER  
TEACHERS AND STAFF, a/w OHIO  
FEDERATION OF TEACHERS, AMERICAN  
FEDERATION OF TEACHERS, AFL-CIO**

**DECISION AND ORDER**

Statement of the Cases

On May 20, 2016, Northeast Ohio College Preparatory School (NEO) and I CAN Schools (ICAN) (collectively, the Respondents), Cleveland Alliance of Charter Teachers and Staff, affiliated with Ohio Federation of Teachers, American Federation of Teachers, AFL-CIO (the Union), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondents waived their right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

**Findings of Fact**

**1. The Respondents' businesses**

At all material times, NEO has been an Ohio not-for-profit corporation with its principal place of business at 2357 Tremont Ave., Cleveland, Ohio where it operates a charter school (NEO facility) engaging in providing educational services at NEO Lower (Grades Kindergarten through Eight) and NEO Upper (Grades Nine through Twelve).

Annually, in conducting its operations as described above, NEO derived gross revenues in excess of \$1,000,000.

Annually, in conducting its operations as described above, NEO has purchased and received goods and materials valued in excess of \$5,000 directly from points located outside of the State of Ohio.

At all material times, NEO has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

At all material times, ICAN has been an Ohio not-for-profit corporation with its principal office in Cleveland, Ohio, where it is engaged in the management of charter schools, including NEO.

Annually, in conducting its operations as described above, ICAN derived gross revenues in excess of \$1,000,000.

Annually, in conducting its operations as described above, ICAN has purchased and received goods and materials valued in excess of \$5,000 directly from points located outside of the State of Ohio.

At all material times, ICAN has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

At all material times, the Respondents have been parties to a contract which provides that ICAN is the agent for NEO in connection with providing the management and delivery of educational services at the NEO facility.

At all material times, ICAN has possessed control over the labor relations policy of NEO and exercised control over the labor relations policy of NEO for the employees of NEO.

At all material times, the Respondents have been joint employers of the employees of NEO.

## 2. The labor organization

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

## **ORDER**

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

The Respondents, Northeast Ohio College Preparatory School (NEO) and I CAN Schools (ICAN), Cleveland, Ohio, their officers, agents, successors, and assigns shall

1. Cease and desist from

(a) Interfering with, restraining, or coercing employees in the exercise of rights guaranteed by Section 7 of the National Labor Relations Act.

(b) Prohibiting employees from talking about their employment agreements, whether they received an employment agreement, and their terms and conditions of work.

(c) Watching or making it appear to employees that the Respondents are watching out for their union activities.

(d) Coercively increasing scrutiny of employees performing their work because of their union sympathies and activities.

(e) In any other manner interfering with, restraining, or coercing employees in the exercise of their rights to self-organization, to form a labor organization, to join or assist the Union.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days from the date of the Board's Order, hold a mandatory meeting or meetings, on working time when the Respondents would customarily hold meetings, scheduled to ensure the widest possible attendance by NEO employees, and have Executive Director of School Accountability Heather Stevens read the Order in English in a Board agent's presence, or alternatively, have a Board agent read the Order in English in the presence of Stevens.

(b) Within 14 days after service by the Region, post at the NEO Upper building copies of the attached notice marked "Appendix A." Copies of the notice, on forms provided by the Region, after being signed by the Respondents' authorized representatives, shall be posted by the Respondents and maintained for 60 consecutive days in conspicuous places where notices to employees are customarily posted. In addition to physical posting of paper notices, the Respondents shall distribute notices electronically, by email, to all employees who work at the NEO facility. The Respondents will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material.

(e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondents have taken to comply, including the locations to which the attached notice marked "Appendix A" was emailed.

Dated, Washington, D.C., September 13, 2016

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Mark Gaston Pearce, Chairman

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Philip A. Miscimarra, Member

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Lauren McFerran, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

## **APPENDIX A**

### **NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government**

#### **PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS**

#### **FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** tell you that you cannot discuss your terms and conditions of employment with other employees.

**WE WILL NOT** prohibit you from sharing any individual employment agreement that you received with other employees or prohibit you from discussing any terms and conditions of employment contained in these agreements with other employees.

**WE WILL NOT** watch or make it appear to you that we are watching you in order to discover your union and/or protected activities.

**WE WILL NOT** coercively increase scrutiny of employees performing their work because of their support for the Cleveland Alliance of Charter Teachers and Staff affiliated with the Ohio Federation of Teachers, American Federation of Teachers, AFL-CIO, or for any other union and/or protected activities.

**WE WILL NOT**, in any other manner, interfere with, restrain, or coerce you in your exercise of your rights under Section 7 of the Act.

#### **NORTHEAST OHIO COLLEGE PREPARATORY SCHOOL AND I CAN SCHOOLS, JOINT EMPLOYERS**

The Board's decision can be found at [www.nlrb.gov/case/08-CA-162121](http://www.nlrb.gov/case/08-CA-162121) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

